

EXHIBIT “A”

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August 8, 2017

VIA EMAIL ONLY

Paul B. Maschmeyer, Esquire
Maschmeyer Karalis P.C.
1900 Spruce Street
Philadelphia, PA 19103

RE: Lancaster Fine Foods, Inc. ("Debtor")
U.S. Bankruptcy Court, Eastern District of Pennsylvania
Bankruptcy Case #: 17-13819

Dear Paul:

The purpose of this letter is to set forth in writing the terms and conditions upon which Weir & Partners LLP has agreed to represent the interests of the bankruptcy estate of Lancaster Fine Foods, Inc. (the "Debtor's Estate") in connection with the defense of certain post-trial motions (the "Motions") filed by Dalmatia Import Group, Inc. and/or Maia Magee in connection with that certain litigation pending in the United States District Court for the Eastern District of Pennsylvania styled *Dalmatia Import Group, Inc., et al. v. Foodmatch, Inc., et al.*, Civil Action No. 16-2767 (the "District Court Litigation"). The Motions that are the subject of the proposed representation are solely those as to which, at this point, the Bankruptcy Court has granted relief from the automatic stay to Dalmatia Import Group, Inc. and/or Maia Magee to pursue in the District Court Litigation. As you know, our agreement to represent the Debtor's Estate in connection with the Motions is subject to the Bankruptcy Court's approval on an application for entry of an order under 11 U.S.C. §327(e), authorizing the employment, retention and compensation of Weir & Partners LLP (the "Firm") as special litigation counsel.

We will undertake to defend to the best of our ability against the relief requested in the Motions. In order to assist us in our representation, you shall have the Debtor provide us with such information, data, documents and other materials as the Firm deems necessary or helpful in connection with our engagement. In addition, you shall have the Debtor and/or its authorized representatives available for all meetings and negotiations as

WEIR & PARTNERS LLP

Paul B. Maschmeyer, Esquire
August 8, 2017
Page 2

required in order for us to accomplish our engagement. We will, of course, keep you advised with respect to the progress of our efforts and will discuss with such person in advance all material decisions to be made.

Our undertaking in this engagement is to use our best efforts to obtain for the Debtors' Estate a desired result. You and the Debtor's Estate should be aware, however, that we can not guarantee any particular result. Nor can we guarantee that we can accomplish any specific legal task in this undertaking for a specified amount. Obviously, all legal activity to be undertaken by us will be approved by you subject to the fee arrangement set forth below.

If you are at all dissatisfied at any time with any services rendered by the Firm, we ask that you notify us in writing immediately so that we can take any necessary corrective action.

We have agreed to undertake this representation on the following basis. First, the Firm has agreed to accept \$35,000.00 as a retainer for this matter to be billed at the Firm's normal and customary hourly rates. At the present time these normal and customary rates range from \$185.00 an hour to \$550.00 an hour, depending upon the lawyer or paralegal rendering the service. The undersigned will be the attorney principally involved in the representation and my current hourly rate is \$425.00. Where appropriate, I may delegate certain tasks to others in the firm who bill at a lower rate if it is cost effective to do so. Our hourly rates are disclosed in each invoice, and may increase from time to time during the course of the representation.

In addition to the foregoing, the Firm will also be reimbursed by the Debtor's Estate of all out-of-pocket disbursements made on behalf of the Debtor's Estate for matters such as long distance telephone calls, courier services, online research, copying, postage, overnight mail and the like.

You shall, at all times, have the right to terminate our services upon written notice to that effect. We shall, at all times, have the right to terminate our services upon written notice to that effect in the event that we determine to our reasonable discretion that to continue our services would be impractical or unethical. Should you decide to terminate our services, you agree that the Firm shall be compensated for all of its advice, services and expenses incurred up to the point of such termination based on the Firm's current hourly fees, irrespective of the foregoing fee arrangement.

Following the conclusion of the representation, we agree to retain your files in electronic or paper form for up to five years. Thereafter, although we may, in the exercise of our discretion, choose to retain the files for a longer period of time, we reserve the right to destroy the files without further notice to you. If you do not want the files

WEIR & PARTNERS LLP

Paul B. Maschmeyer, Esquire
August 8, 2017
Page 3

destroyed, you agree to give us written instructions prior to the expiration of that five year period as to where you would like the files to be delivered.

If this letter accurately summarizes the terms and conditions of our engagement, please indicate your approval and acceptance thereof by dating, signing and returning the original of this letter in the enclosed self-addressed envelope we have provided for your convenience. We have enclosed a copy of this engagement letter for your files.

We look forward to working with you.

Best regards.

Cordially,

Jeffrey S. Cianciulli

AGREED TO AND ACCEPTED THIS ____ DAY OF AUGUST, 2017,
INTENDING TO BE LEGALLY BOUND HEREBY.

BY: _____